

RESOLUTION NO. 4133

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF WESTMINSTER PROVIDING FOR A COMPENSATION
PLAN FOR EMPLOYEES REPRESENTED BY THE
WESTMINSTER POLICE OFFICERS' ASSOCIATION

WHEREAS, the City of Westminster (City) and the Westminster Police Officers' Association (WPOA) memorialized an agreement in a written Memorandum of Understanding (MOU) that was adopted by the City on December 20, 2006; and

WHEREAS, the MOU includes a provision for salary increases; and

WHEREAS, the MOU requires amendments to classification titles in order to implement approved clerical series study recommendations; and

WHEREAS, the MOU requires revisions in order to properly implement employee and retiree medical insurance provisions.

The Mayor and City Council of the City of Westminster do hereby resolve as follows:

SECTION 1. MEMORANDUM OF UNDERSTANDING. The revised MOU between the WPOA and the City is attached hereto as Exhibit A, and by reference made a part hereof.

SECTION 2. SALARY RANGES. The revised Salary Schedule for the WPOA is attached hereto as Exhibit B, and by reference made a part hereof.

SECTION 3. ALL RESOLUTIONS IN CONFLICT, ETC. All resolutions of the City of Westminster in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This resolution shall become effective retroactively to January 5, 2008.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2008.

| | | |
|---------|------------------|-----------------------------|
| AYES: | COUNCIL MEMBERS: | RICE, QUACH, FRY, MARSH, TA |
| NOES: | COUNCIL MEMBERS: | NONE |
| ABSENT: | COUNCIL MEMBERS: | NONE |


MARGIE L. RICE, MAYOR

ATTEST:


MARIAN CONTRERAS, CITY CLERK

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Marian Contreras, hereby certify that I am the duly appointed City Clerk of the City of Westminster, and that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Westminster held on the 16th of January 2008.


Marian Contreras, City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WESTMINSTER
AND
THE WESTMINSTER POLICE OFFICERS ASSOCIATION**

ARTICLE ONE

I. PARTIES TO MEMORADUM OF UNDERSTANDING

This Memorandum of Understanding has been executed by representatives of the City of Westminster (hereinafter referred to as ("City")) and by representatives of the Westminster Police Officers' Association (hereinafter referred to as "Association") pursuant to Government Code 3500, as amended, et seq. and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

II. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation, and understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

III. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

Any other term in this Agreement that indicates gender shall equally apply to the masculine and female gender.

IV. RECOGNITION

Pursuant to this Agreement, the City recognizes the Association as the exclusive recognized employee organization on behalf of full-time employees occupying classifications of:

Police Lieutenant
Police Sergeant
Police Officer
Records Supervisor
Communications Supervisor

Senior Services Technician
Forensic Services Technician
Senior Animal Control Officer
Parking Control Supervisor
Animal Control Officer
Assistant Forensic Services Technician
Police Fiscal Specialist
Property Control Clerk
Information Systems Technician
Communications Dispatcher Clerk
Administrative Assistant II/Police Dept
Police Management Secretary
Police Services Officer
Crime Analyst
Special Services Assistant
Police Records Specialist
Police Clerk Typist I

If any new classifications are created, the City will notify the Association of such creation and the City's intent regarding unit placement. Upon request, the City will meet with the Association regarding such unit placement.

V. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights Section

The City and the Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMB) or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding each party shall retain those rights respectively vested by local, state, and federal law which cannot otherwise be waived by this Agreement.

B. Payroll Deductions

The City shall, during the term of this agreement, deduct monies for membership dues and insurance premiums on a monthly basis from unit employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions in accordance with procedures set forth by the City.

C. Indemnification

The Association agrees to hold City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Association.

D. Association Release Time

1. Time off for Meeting and Conferring

a. The City recognizes that due to the unique nature of the services performed by peace officers, it is of benefit both to the City and Association that the City permit representatives designated by the Association to serve as the Association negotiation committee to be granted leave time from duty with full pay during scheduled working hours to participate in such meet and confer session(s) as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of representatives attending a meet and confer session exceed four (4).

b. Full pay as stated, shall mean the employee's current base salary, fringe benefits, and any assigned bonus.

c. The Association shall provide the Police Chief and Personnel Director a written list of up to four (4) individuals who will serve as the Association representatives for the purposes of meeting and conferring.

d. Such list shall be provided at least two calendar weeks prior to the date set for meeting and conferring. Such requirement shall be waived by the City when it would be impractical for the Association to meet such requirement.

e. The Association negotiating committee shall be allowed reasonable release time as approved by the Police Chief in order to prepare for meet and confer sessions required for subsequent Memorandums of Understanding. Prior to any release time being granted, individual negotiating committee members shall give Police management as much advance notice as possible about the date, time and duration of the requested release time.

f. Meet and confer sessions shall commence no later than three (3) months before the expiration of the existing Memorandum of Understanding.

2. Release time – Board of Directors Meetings.

Subject to the limitations set forth in this Agreement, on-duty members of the Association's Board of Directors, or their officially designated alternate, shall be granted a release from their assigned duties to attend scheduled meeting of the Association upon request and approval by Police Management.

3. Release Time for Association Officers - Association Business

The City acknowledges the necessity to provide on-duty time for the Association President and Vice President or members of the Board of Directors

designated by the President to conduct activities pertaining to employer-employee matters. The time granted to conduct such activities shall be at the discretion of the employee member's supervisor or Chief of Police.

4. Limitations - Association Officers

a. Release time is limited to those times when the Board member is on-duty and his absence would not unduly interfere with the normal conduct of business of the Division, or jeopardize the safety of any other employee.

b. Unit employees shall not be entitled to any compensatory consideration for failure of Police management to release the employee to attend a Board of Directors meeting or the President to attend to Association business.

c. Release time is not a property right and does not have any compensatory value.

5. Release Time – Grievances

a. When unit employees are selected as designated representatives, they shall be allowed time off from duty to interview and represent a requesting aggrieved unit employee during each stage of a grievance proceeding.

However, no more than two unit employees shall interview and represent a unit employee on any one grievance. Prior notification must be given to Police Management by the designated representative(s) regarding the approximate amount of time required to represent the aggrieved party.

In addition to the above agreed to release times, an allowance of 400 man hours per year shall be established for the purpose of allowing the authorized representatives of the Westminster Police Officers' Association to represent members of the Association in their employment relations. Such allowance may be utilized only by those persons authorized by the Board of Directors of the Association and such utilization shall be subject to the rules indicated below.

6. Guidelines for Use of Association Release Time

a. Any substantial time used by an Association member for Association business, while on working status, will be deducted from the 400-hour bank, as per the MOU.

"Substantial time" is defined as time in excess of one hour where the Association member is not available for duty until conclusion of Association business.

b. Any Association member desiring to use Association release time, while they are on duty, shall obtain permission from their immediate supervisor, then from the President of the Association.

In the event the President of the Association is not available to grant permission, the Vice President or Association designee will then have the responsibility to make the appropriate decision.

If the Association member's immediate supervisor will not grant the requesting person the release time for Association business, then the Association President shall be immediately notified by the member.

If the business is of a nature that it must be conducted by that particular Association member, then the President will take the matter to the Division commander and every effort will be made to resolve the issue.

c. Any member using Association release time while on duty will submit an interdepartmental memo, along with a personnel transaction, to the President. The member must write on top of the personnel transaction, "ASSOCIATION RELEASE TIME". The transaction will then be signed by the member's immediate supervisor and the President of the Association or his representative.

The memo and the attached transaction will have the exact date, time and nature of the request included and the location where the business took place.

d. Those Association members that may use the 400-hour release time are:

1. President
2. Vice President
3. Board of Directors
4. Members assigned to Committees designated by the President or the Board of Directors.

e. All memos and personnel transactions will be forwarded to payroll and the copies will be sent to the Secretary of the Association for accounting purposes.

f. The 400 hour bank of release time shall be renewed January 1 of each calendar year. No release time will be carried over from the previous year.

E. Association Office Space

The City agrees to provide office space, which is available and not needed for City functions and activities for the Association. The location and size of

such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

F. Association Recreation Space

The City agrees to provide recreation space which is available and not needed for City functions and activities for the Association.

The location and size of such recreation space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association. The Association therefore agrees that City maintains the right of continual access to recreation space in order to inspect maintenance or condition and make necessary repairs. Furthermore, employees of the Association shall be allowed continual access to this space for the purpose of utilizing any piece of recreation equipment located herein.

G. Building Space – Physical Fitness

The City agrees to provide building space which is available and not needed for City functions and activities for Association to install or locate physical fitness exercising equipment. The location and size of such space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

The Association therefore agrees in addition to City's right of continual access to ensure building maintenance and repair, that before any new type or style of equipment is installed or placed in this space, prior written agreement from the Police Chief shall be obtained. Furthermore, employees of the Association shall be allowed continual access to this space for the purpose of utilizing any physical fitness equipment located therein.

H. Bulletin Board(s)

The City shall provide three (3) bulletin boards of reasonable size for use of Association business. The location and style of such bulletin boards shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

The Association agrees to continually self-monitor all bulletin boards assigned to them to ensure they are maintained in an orderly manner. All material posted must be dated and contain a signature of an Association Board Director.

No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

I. Revocation

City reserves the right to revoke Association's use of any facility, space, or equipment for any reason upon prior notification of sixty (60) days to Association. In the event of an emergency, the notification provision is waived.

J. Indemnification

The Association agrees to hold City harmless and indemnify the City against any strike, causes of action, or lawsuits arising out of any Association's use, placement, installation, operations, goods, services, or device or any publication of libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by City.

To ensure the Association's ability to financially respond in the event they are required to hold City harmless and/or indemnify as required by this Agreement, the Association further agrees during the term of this Agreement to obtain and pay for liability insurance on behalf of City in the amount of at least \$1,000,000.

Association further agrees to reimburse City for any costs of repair to any building space or structure provided to them by the City under the terms of this Agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees.

K. Association Liability Waiver

In lieu of charging a rental fee for consideration of any space, equipment, or structure provided to them by the City under the terms of this Agreement, the Association hereby agrees not to hold City liable for any damages to any equipment, furniture, floor coverings, or other personal property not owned by the City.

L. Limitations

The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules except as set forth in this Agreement, or with the approval of Police Management.

VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

In order to ensure that the City shall continue to carry out the public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Westminster, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Employee Relations Ordinance.

B. Impact of Management Rights

Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

C. Authority of Third Party Neutral – Management

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

VII. NO STRIKE/JOB ACTION PROVISION

The Association, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout, work stoppage, job action, slowdown, sick out, or refusal to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the City.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this Agreement and that they are engaging in unlawful conduct and resume full and faithful performance of their job duties.

ARTICLE TWO

I. SALARIES

Effective the first full pay period of July 2006, the City shall implement the salary schedule attached hereto as Exhibit B and by reference made a part hereof, which salary schedule contains the increases as hereinafter noted for July 2006 and which shall be increased in subsequent years in accordance with the following:

| | 7/2006 7/2009 | 7/2007 | 1/5/08 | 7/2008 | 1/10/09 |
|----------------|------------------|--------|--------|--------|------------|
| Lieutenant | 2% | 2% | | 2% | 2% |
| Sergeant | 3% | 3% | | 3% | 3% |
| Police Officer | 5% | 4% | | 4% | 4% |
| Civilian Staff | 2.5% | 2.5% | 1.25% | | 1.25% 2.5% |

Promotions to a higher rank and/or classification shall be at Step A of the classification for a probationary period of six (6) months, at which time an employee shall receive an evaluation recommending approval or denial of advancement to Step B.

II. BILINGUAL PAY

All represented employees with demonstrated proficiency in any of the listed languages shall receive an additional \$150.00 per month (\$69.24 biweekly) increase to base pay.

| | |
|-----------|------------|
| Cambodian | Laotian |
| Chinese | Spanish |
| Japanese | Thai |
| Korean | Vietnamese |

Additional languages may be added to the eligibility list at the discretion of the Chief of Police. The specific examination for bilingual status is to be mutually agreed upon by the WPOA and the City.

III. EDUCATIONAL ACHIEVEMENT

Represented employees who qualify by attaining appropriate educational qualifications not specifically required for holding the position they occupy shall be eligible to receive-education achievement pay as set forth below:

| Achievement | Allowance |
|-------------------|---|
| A.A. Degree..... | 5% additional pay |
| BA/BS Degree..... | 10% additional pay*; except for Sergeants who are eligible for a maximum of 5%; Lieutenant education achievement pay is included in base salary |

Education achievement pay shall not exceed 10% of base salary. Any units recognized shall only be with proof from accredited colleges. Any dispute over units to be recognized shall be settled in the following manner:

1. Appeal in writing to the Personnel Director, who shall have ten (10) days after receipt of the appeal to render a written decision.

2. If the employee is not satisfied with the decision of the Personnel Director, the employee shall have ten (10) days in which to file an appeal to the City Manager. The City Manager shall have ten (10) days after receipt of the appeal to render a written decision.

3. Effective July 1, 2007, the minimum education requirements to be eligible for promotion to the following ranks are:

- a. Sgt. - AA degree
- b. Lt. - Bachelors Degree

IV. SHIFT DIFFERENTIAL

Full-time non-sworn employees shall be paid an additional \$105.00 per month (\$48.46 bi-weekly) when regularly assigned to work shifts so that more than 50% of their duty time in any pay period is after 6:00 p.m. and prior to 6:00 a.m.

V. ON-CALL COURT TIME

On-call court time shall not be standby time, and City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of two hours for each court session of on-call time. Employees will not be required to remain at home, but will leave word as to where they may be reached. Such minimum guarantee or payment for on-duty time in court in lieu thereof shall not be a part of the base pay for any employee. No on-call pay shall be paid if the officer is notified by 5:00 p.m. or the close of business, whichever is earlier, on the business day prior to the subpoena appearance date. If an officer is unable to be reached at his or her residence, it is the officer's responsibility to contact the Court Liaison to find out if called off. If actually called to court, and in particular cases such as DMV and Juvenile Traffic, when the officer must appear in court, the officer will be entitled to the minimum at straight time, two hours for each court session, or earned overtime, whichever is greater. Payment will be made when the two-hour minimum overlaps regular shift hours. Payment shall not be paid when on-call and on-duty during entire on-call period.

If an employee has a subpoena for a morning session and is not called off prior to 5:00 p.m. or the close of business, whichever is earlier, on the business day prior to the subpoena appearance date, the employee is entitled to two (2) hours of on-call pay for the morning session. If an employee has a subpoena for an afternoon session, and is not called off by 12:00 noon of the appearance date, the employee is entitled to two (2) hours of on-call pay for that afternoon session.

VI. HOLIDAY CREDIT

In addition to their regular compensation, represented employees shall be eligible for eight-hour holidays which will be credited as earned and which may be taken either on such holiday or at any other time, but only at the convenience of the City. Any unused hours shall be paid on the first payday in December of each year. The legal holidays of the City are:

January 1
Presidents Day
Memorial Day
July 4
Labor Day
Fourth Thursday of November
The Friday following the Fourth Thursday of November
December 25
Every day appointed by the President or Governor for public fast, thanksgiving or holiday and so proclaimed by the Mayor.

Two (2) eight-hour Floating Holidays to be taken at the convenience of the City. Such holidays are not eligible for cash payment, and must be taken between the first full pay period of the calendar year and the last pay period of the calendar year. The employee is eligible for one (1) Floating Holiday after sixty (60) days' continuous employment, and the second Floating Holiday after ninety (90) days' continuous employment.

In the event an employee is allowed time off in conjunction with a holiday, the employee shall select the appropriate account to be debited which may include holiday, vacation or Compensatory Time Off (CTO) in order to receive full compensation for actual hours not worked on a holiday. Commencing the first full pay period in December 2006, the employees will have available for the beginning of the year a full year's holiday credit (a maximum of eighty (80) hours) for use during the calendar year irrespective of when the holiday time for that year is actually earned, provided however, such credit may not be carried over to a subsequent year and may not be eligible for cash payment until actually earned and must be reimbursed to the City if the holiday pay is used and the employee terminates prior to the holiday on which time would have been earned. The time of payout and limitation relating to payout on floating holidays will continue in effect as set forth above.

VII. VACATION ALLOWANCE

A. Represented employees shall earn an annual vacation allowance based on the following schedule:

| <u>Year of Service</u> | <u>Vacation Allowance</u> |
|------------------------|---------------------------|
| 0 to 1 | 120 hours |
| 1 to 2 | 128 hours |
| 2 to 3 | 136 hours |
| 3 to 4 | 144 hours |
| 4 to 5 | 152 hours |
| 5 to 20 | 160 hours |
| 20 to 21 | 168 hours |
| 21 to 22 | 176 hours |
| 22 to 23 | 184 hours |
| 23 to 24 | 192 hours |
| 24 or more | 200 hours |

B. Vacations shall be scheduled within the department so as to not interfere with departmental operations, as approved by the Police Chief.

C All vacation hours in excess of 240 hours shall be paid in cash on the second pay period of November.

Employees who make application and retire from City service may defer November payment until January of the following year.

VIII. COMPENSATORY TIME OFF (CTO)

An employee may accumulate and bank CTO to be taken as time off on an hour-for-hour basis or cashed out at the employee's election. There is no minimum number of hours or days of CTO that must be used, subject to the approval requirements described below. The department will not require banked compensatory time to be used without the employee's consent. The CTO bank has a cap of eighty (80) hours. Compensatory time banked that exceeds 80 hours will be automatically paid in cash. Employees electing to cash-out banked CTO must submit such requests in writing on the Department approved form, which must be received prior to the submission of the payroll forms to City Finance for inclusion in the employee's paycheck for the requested period. Accumulated CTO will be paid at the employee's pay grade at the time requested.

CTO may only be taken with prior approval of the Chief of Police or his/her designee. CTO requests must be submitted in writing to the employee's immediate supervisor or Division Commander no less than seventy-two (72) hours prior to the start of the affected work period and no more than three weeks prior to the affected work period. The department shall grant or deny the CTO request within 48 hours of receipt. CTO requests not replied to within 48 hours are deemed granted without further action. CTO leave requests shall be granted unless such time off will cause staffing levels to fall below the established minimum staffing level for the period requested off based on the posted work schedule at the time the request is reviewed. Should a CTO request

cause staffing levels to fall below the published minimum for the period requested, CTO will be granted within a reasonable period of time to allow the employee to use the accrued time. A reasonable period of time shall not exceed one year.

Minimum staffing levels will be established for each Division within the Department based on officer and community safety concerns, training issues, special events and specialized enforcement needs. "Minimum staffing" is the fewest number of employees that must be on duty for each division for a given shift and without which the department would call in employees to fill the vacancy(ies); it is not the optimum or preferred number of employees on duty; rather, it is the staffing level where the division could not effectively function unless employees are called in. The Department and the Association will meet-and-confer to establish reasonable minimum staffing levels. The established minimum staffing levels shall be posted. In the instance it is necessary to temporarily increase the published minimum staffing level for purposes of officer safety or the public's safety, health and welfare, advance notice will be posted at the earliest possible opportunity.

In the event CTO leave is denied due to minimum staffing requirements, an employee may substitute another employee within the same classification to work in their place (i.e., such employees may trade shifts). All such shift trades must be submitted no less than 48 hours prior to the requested time off on the Department PTN&R form and approved by the requesting employee's immediate supervisor or Division Commander. All shift trades for sworn officers and dispatchers must be completed within the same 28-day pay cycle; shift trades for civilian employees must be completed within the same seven-day workweek. Shift trade requests will be granted unless the employee backfilling the requesting employee's shift is not eligible to work (e.g., employee is out of classification, is injured, on suspension, and the like).

IX. HEALTH BENEFIT PROGRAM

The City shall maintain a comprehensive health benefit program consisting of the following programs:

1. Comprehensive family health medical coverage
2. Dental care
3. Vision care
4. Life insurance

The City's Health Benefit Program may be increased in scope at any time; however, the Benefit Program may not be decreased without providing an equivalent program, and then only after the appropriate consultation with the Association and amendment to this Memorandum of Understanding.

City contribution to the Program shall be:

- a. Medical coverage:
1. calendar year 2007 \$892.00 per month
 2. calendar year 2008 \$892.00 per month
 3. calendar year 2009 \$892.00 per month
 4. calendar year 2010 \$892.00 per month
- b. In addition to medical coverage, the City shall provide the following additional benefits:
1. City paid Long Term Disability Insurance of 66 2/3% of the employee's monthly salary, up to a maximum of \$10,000 per month, to be paid for by the City.
 2. Contribution toward remaining health care benefits allowance as follows:
 - a. calendar year 2007 \$50.00 per month
 - b. calendar year 2008 \$75.00 per month
 - c. calendar year 2009 \$75.00 per month
 - d. calendar year 2010 \$100.00 per month
- c. Optional City life insurance coverage shall provide for \$35,000 death benefit and \$35,000 accidental death or dismemberment rider. Dependent life insurance coverage shall provide for \$1,500 death benefit and \$1,500 accidental death or dismemberment rider.
- d. In the event any of the plans listed above become unavailable, the replacement plan shall be mutually acceptable to the City and the Association.
- e. The City shall continue to make available IRS Section 125 cafeteria plan and shall include if possible all options provided by law.
- f. Effective January 1, 2008, the City will implement a full flex cafeteria plan. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the plan. The flex dollar allowance for the term of this agreement shall be as follows (combining the \$892.00 and the supplemental amounts specified in subsection (b) above):
1. calendar year 2008 \$967.00 per month
 2. calendar year 2009 \$967.00 per month
 3. calendar year 2010 \$992.00 per month

A portion of the flex dollar allowance is identified as the City's mandatory contribution towards CalPERS Health under the Public Employees' Medical and Hospital Care Act (PEMHCA), hereinafter referred to as the "PEMHCA minimum contribution". The PEMHCA minimum contribution for calendar year 2008 is \$97.00 per month. Commencing January 1, 2009, the PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS. Remaining flex dollars shall be used by employees to participate in the City's health benefits plans.

Unused flex dollar allowances, after the employee has elected the coverage under the Cafeteria plan they desire, can be taken by the employee as cash (taxable income); or deposited into the following tax deferred options: 1) employee's Health Care spending account (Sec. 125 plan), 2) Dependent Care Spending account, 3) 457 Deferred Compensation plan; or used to purchase voluntary products. Employees who do not use the full monthly maximum benefit amount shall be paid the unused amount on the first payday of the month.

- g. Effective January 1, 2008, the City shall provide vision coverage under the VSP insurance plan.
- h. The provisions of this item IX may be re-opened by either party for negotiation for the calendar year 2010 by that party giving notice to the other party no later than July 1, 2009.

X. EDUCATION REIMBURSEMENT

Represented full-time employees who have successfully completed their probationary period may be eligible for education reimbursement for course work taken from any college, university, or accredited institution which increases the employee's value to the City. Reimbursement is limited to a maximum of \$1,000 per fiscal year per employee. Reimbursement shall include tuition, books, registration fees, lab fees, mandatory health fees, parking fees and mandatory material fees. To be eligible, the employee must receive a grade of "C" or higher, and upon completion must verify the grade received. Courses must be approved by the Personnel Director on the appropriate application form. In the event the employee resigns or is removed from City service within one year following completion of the approved courses for which City funds have been expended, the amount of the education reimbursements paid by the City will be repaid to the City by means of a payroll deduction from the employee's last paycheck.

XI. SICK LEAVE

Represented employees shall be credited with sick leave at the rate of eight (8) hours per month, and shall not be taken off until earned. Sick leave may be

used for serious injury to, or illness in, the employee's immediate family, as defined in paragraph XII below.

Accumulated sick time shall be disposed of in any of the following ways at the discretion of the employee. The employee must declare in advance his/her intended form of disposition to the City. This declaration shall be made in June of each year for the current year only. The forms of disposition shall be:

1. CASH-OUT. Employee may elect to cash all remaining sick time earned during the previous twelve (12) months fiscal year at the rate of fifty percent (50%) of the total value, providing they have in excess of 240 hours sick leave accumulated. No cash out will be allowed unless the employee has a sick leave balance in excess of 240 hours.

2. ROLL-OVER. The employee may elect to rollover the full balance of time for future use as sick leave. Subsequent cash outs will be limited only to that amount accumulated during the previous twelve (12) month period. Upon retirement, all accumulated sick time not disposed of under any other provision of this contract will be credited towards PERS retirement credit on an hour-for-hour basis. If the employee fails to file a declaration as to the disposition of sick leave, accumulated sick leave will automatically be placed in his/her roll-over account. Declarations must be received by the Personnel Director no later than July 1 of each year.

3. RETIREMENT. Represented employees who make application for and retire from City service shall receive cash payment for up to 240 hours sick leave to be paid at the rate in effect at the time of such retirement.

In the event of death of the employee, the designated beneficiary on file in the Personnel Office shall be paid in cash for sick leave in accordance with Paragraph 1 above.

Represented employees whose employment is terminated due to layoff shall be paid in cash for all accumulated sick leave on the books at the time of layoff, at full cash value.

XII. BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, child, foster or step-child, parent, grandparent, grandchild, great-grandparent, sibling, niece, nephew, aunt, uncle or such relative of spouse), the employee shall be granted up to thirty (30) hours off with pay to attend the funeral, not to be charged against the employee's sick leave account. If it is necessary for an employee to travel outside the immediate area due to a death in the immediate family, upon approval of the Chief of Police, leave may be extended up to a total of 40 hours to attend a funeral. "Immediate area" as used above means within five hundred (500) miles of the City of Westminster.

XIII. RETIREMENT

A. PERS RETIREMENT

Safety employees shall be members of the Public Employees' Retirement System and shall be eligible for retirement benefits based upon the 3% at 50 formula, using the average monthly salary earned during the highest twelve (12) consecutive months of employment (final compensation).

Employee's PERS Contribution Rate shall be as follows:

1. Safety employees' contribution rate is approximately 9.0% of salary.
2. Non-Safety employees' contribution rate is approximately 7.0% of salary.

The contribution rate for the employee is governed by State Legislation.

The City will continue to pay the employee's share of PERS contribution at agreed rates. Payment will be credited to the employee's individual account with PERS.

During the term of this agreement, the City shall be responsible for the total amount of the employer share of the PERS retirement rates. In the event there are any increases in the employer share during the term of the agreement, such increases shall be the sole responsibility of the City. Further, should there be any decreases in the employer share of the PERS retirement rates, such decreases shall inure to the City and are not subject to bargaining during the term of the agreement.

Non-safety employees shall be eligible for retirement benefits based upon the 2% at age 55 formula, using the average monthly salary earned during the highest twelve (12) consecutive months of employment (final compensation). At the adoption of this agreement, the City will begin discussions with other groups representing miscellaneous employees to offer the retirement benefit 2.5% at age 55 formula. The Association understands and agrees that PERS requires an election of all miscellaneous PERS members employed by the City and a majority of those voting (50%+ one) will determine whether the city will continue processing the PERS contract amendment. The ballot, and/or an attachment, will indicate that those voting understand that a 3.513% deduction will be implemented when the enhanced benefit becomes effective. The city will endeavor to have the effective date January 5, 2008. The Coverage shall also include:

Payment by City of Employee's Retirement Contribution. The City shall pay no more than seven percent (7%) employee contribution toward Public Employees' Retirement System retirement. Effective the date of the contract amendment for the benefit known as 2.5% at age 55, the employee contribution changes to 8% due to the

contract amendment; the employee will begin paying 3.513% of the employee contribution. The City will allow these contributions to be treated as "pick up" in accordance with Section 414(h)2 of the Internal Revenue Service and applicable Government Code sections. These "pick up" contributions will be treated as deferred income to the employee for federal and state tax purposes to the extent permissible by law. Me Too – if the City agrees to allow any non sworn group of employees to have this benefit with a deduction less than 3.513%; then the City agrees to reduce the deduction for this group to the lower figure.

B. DISABILITY RETIREMENT

A miscellaneous employee becoming disabled to the extent that he/she is incapable of performing his/her duties shall be eligible for disability retirement provided he has at least five (5) years of service. The monthly retirement allowance for those with less than ten (10) years services is 1.80% of final compensation for each year of service. For those with ten (10) years to 18.51 years of service, the monthly retirement allowance will be a minimum guarantee of one-third of final compensation for most employees who have rendered at least ten (10) years of service. For those with 18.51 or more years of service, the monthly retirement allowance will be 1.8% of final compensation for each year of service. The disability retirement allowance shall under no circumstances exceed the service retirement allowance payable upon retirement for service at age 60 if employment could be continued to that age.

A sworn employee, who becomes disabled while a member of the System for reasons arising out of his/her employment, will be eligible for a life income of fifty percent (50%) of his/her final compensation. If his/her disability is such that he/she is also entitled to a disability income from Social Security, the State System benefit will be reduced by the amount of his/her Social Security benefit.

C. DEATH BEFORE RETIREMENT

This benefit is a refund of the member's accumulated contributions to the retirement fund plus interest, plus six (6) months' salary, provided he/she has been a member of the Retirement System for six years or more. For those who die before completing six years membership, the benefit is one month's salary for each year of membership plus refund of contributions and interest. The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit.

D. INDUSTRIAL DEATH

If death is service connected in the judgment of the Industrial Accidents Commission, a monthly income is paid to the widow/widower for life (or until remarriage) instead of the above basic death benefit. However, if she/he is also eligible for survivor benefits from Social Security because of the member's death, the State System benefit will be reduced by the amount of such Social Security so long as Social Security

benefits are payable (usually until the youngest child reaches 18 and after the widow/widower reaches age 62). The total, including Social Security, would be 50% of final compensation. If death was caused by external violence or physical force, the total benefit (including Social Security) would be increased to the following percentages of final compensation so long as the widow lives and does not remarry:

| | |
|---|-------|
| Widow or widower with 3 or more children under 18 | 75.0% |
| Widow or Widower with 2 children under 18 | 70.0% |
| Widow or widower with 1 child under 18 | 62.5% |

1959 Survivor Benefits:

A monthly allowance shall be paid to certain survivors of a member who dies before retirement. The City agrees to amend its contract with the Public Agency Retirement System (PERS) to enhance this benefit to Level IV.

Death After Retirement

The death benefit is \$500 if death occurs after retirement. This amount will be in addition to any payments, which might be made after an optional retirement benefit chosen by the member at his/her retirement.

Termination of Enrollment:

Upon termination of employment, an employee with five or more years of service may either leave his contributions with the Retirement System and receive, upon attaining retirement age, the retirement benefit he has earned, or he/she may withdraw his/her contributions (plus interest), thus terminating his/her membership in the System and receiving no retirement benefits. Except (1) a member with less than five years of service shall not have interest refunded upon termination of employment, and (2) a member who is transferring to employment with another agency covered by the System shall not have the right of withdrawing his/her accumulated contributions, but the contributions will be transferred with the member.

XIV. CONTINUATION OF MEDICAL INSURANCE UPON RETIREMENT.

- A. Eligibility for City contribution to the retiree Health Benefits Program for employees hired on or after July 1, 2004 shall be based on the following schedule:
 1. Employees retiring from the City with less than 5 consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan equal to the PEMHCA

minimum contribution to CalPERS Health (e.g., \$97.00 effective January 2008).

2. Employees retiring from the City with more than 5 years of consecutive service through 10 years of consecutive service with the City of Westminster shall be eligible for 25% of the City contribution to medical coverage only for active employees (e.g., $\$892 \times 25\% = \223 effective January 2008).
3. Employees retiring from the City with more than 10 years of consecutive service through 15 years of consecutive service with the City of Westminster shall be eligible for 50% of the City contribution to medical coverage only for active employees (e.g., $\$892 \times 50\% = \446 effective January 2008).
4. Employees retiring from the City with more than 15 years of consecutive service with the City of Westminster shall be eligible for 100% of the City contribution to medical coverage only for active employees (e.g., \$892 effective January 2008).
5. An employee incurring a work related disability retirement, and having less than the 16 years vesting required for full health benefit coverage will receive credit for an amount equal to the final workers compensation disability rating (%) plus the credit applicable to the number of years worked as defined above in numbers 1- 4. Therefore, the percentage of medical contribution earned under the "City contribution to the Retiree Health Plan" (numbers 1-4) will be added to the workers compensation disability rating to determine the final contribution toward the employees Retiree Health Plan medical benefits. The above formula will not exceed 100% of health benefit premiums. Example: an employee with 2 years City service and a 14% workers compensation disability rating will receive the PEHMCA minimum PERS contribution PEHMCA minimum contribution = \$97) plus \$124.88 additional credit towards medical insurance (based upon 2008 medical contribution of \$892/mo).

- B. Represented employees hired prior to July 1, 2004, who retire from City service, shall be eligible after retirement for continuation of medical insurance at the same level as active employees (\$892.00) in accordance with Section IXa under this agreement. Retirees will continue to receive vision coverage, life insurance to \$35,000 (dependent upon age) with a City contribution to the premium not to exceed \$19.10 per month, and a contribution to dental insurance benefits not to exceed \$20.00 per month.

The City-provided retiree health benefits pursuant to Section XIV.B include only medical coverage up to the dollar amounts specified in Section IX.a. It is expressly understood that in the event that the cost of medical insurance is less than the specified amount, retirees are not entitled to any cash payment. Unlike employees, retirees are not entitled to any of the benefits provided in Section IX.b, IX.c, IX.e, or IX.f.

In order to implement the tiered benefit contained in this section, effective January 1, 2008 the City's contribution towards CalPERS Health coverage shall be the minimum required contribution established by CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA), hereinafter referred to as the "PEMHCA minimum contribution". The PEMHCA minimum contribution for calendar year 2008 is \$97.00 per month. Commencing January 1, 2009, the PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS.

California Government Code Section 22892 (b) (1) requires the City to pay an equal amount towards the cost of medical coverage under PEMHCA for both active and retirees. Retirees shall have additional medical premiums deducted from their retirement check. The City will inform the retirees of these changes prior to January 2008 as well as methods for reimbursement available.

- C. During the term of this agreement, the City will reconvene meetings with representatives from each of the bargaining units to discuss the results of a study required under GASB regulations to determine the City's unfunded liability for post employment benefits. The purpose of these meetings will be to establish a mechanism for reimbursement of contractual obligations and to explore options and alternatives to minimizing these liabilities to insure the City's financial well being.

XV. JOB CONNECTED ILLNESS OR INJURY

Non-sworn personnel shall be entitled to temporary disability at a maximum of six (6) months paid leave for job connected illness or injury unless the disability becomes permanent and stationary prior to the expiration of six (6) months, such time not to be charged against sick leave or vacation. Such leave to be determined by one of the doctors from the panel mutually selected by two (2) representative from the Police Association, two (2) representatives from Personnel and one (1) representative from Worker's Compensation Administration. If the disability exceeds six (6) months, employee may elect to receive only worker's compensation benefits, or have sick leave or vacation charged for the difference between worker's compensation and his/her regular salary and receive a full pay check not to exceed the maximum disability period allowed under Worker's Compensation Law. If released by the employee's treating physician, and with the approval of the City's doctor, the

employee will be allowed to work a light duty position if the employee so requests and a position is available. Such light duty work would be made available with no loss in pay to the employee. Such assignment would be for a maximum period of one year.

When assigned to a light duty position, the employee shall make every effort to arrange doctor visits or prescribed in-office therapy sessions during their on-duty time. The department shall make every effort, including altering the employee's schedule, to allow for such visits and in-office therapy to take place during on-duty time. If for a legitimate reason, the needed injury-related care cannot be arranged during on-duty time, the City shall compensate the employee for the off-duty time spent in such care.

XVI. UNIFORM MAINTENANCE AND SAFETY EQUIPMENT ALLOWANCE

The City will provide or reimburse employees for all safety equipment to include leather gear, uniforms, motorcycle boots and soles, motorcycle helmet microphones, batons, firearms or other equipment deemed to be safety equipment. Officer shall carry an approved firearm in accordance with departmental policy. Employees assigned to the Forensic Services Unit shall be furnished coveralls. The provisions of the Vest Reimbursement Policy are hereby incorporated into this agreement by reference thereto and made a part hereof.

XVII. PROPERTY REIMBURSEMENT

Employees whose personal clothing or property is damaged in the line of duty will be reimbursed for such damage at the actual replacement cost not to exceed \$375.00 per item.

XVIII. SHIFT EXCHANGES

Shift exchanges or shift trades will be permitted within the 28 day pay cycle for sworn officers and dispatchers and 7 day pay cycle for civilian staff in accordance with departmental procedures.

Accurate records will be filed with the Administrative Services, and the original shift assignee shall be credited with time worked, while the replacement employee shall not be credited with time worked.

XIX. OUTSIDE EMPLOYMENT

Represented employees eligible for overtime pay provisions agree not to accept extra employment either from any public agency or from any private organization if conditions of such private employment required the employee to wear a uniform, use a badge, or in any way act as a California Peace Officer, unless specifically authorized by the Chief of Police.

XX. INJURED EMPLOYEE

The City will allow an employee that has suffered an off-duty injury to work with full pay and benefits at a position within the City that will not aggravate existing medical problems, with the concurrence of City Management.

XXI. LONGEVITY PAY

A. Represented employees, shall be eligible to receive longevity pay at the completion of the following years of service:

| | |
|------------------|-----------------------------|
| 10 years service | \$95.00 (\$43.85 bi-weekly) |
| 15 years service | 150.00 (\$69.23 bi-weekly) |

An employee shall be eligible for one of the above.

XXII. WORKING OUT OF CLASS

When an employee is assigned by the Police Chief and approved by the City Manager to perform work in a higher classification for eighty (80) consecutive hours or more, increased compensation shall be effective from the first day of reassignment. An employee shall receive working out of class pay at the "A" step of the higher class, but shall receive not less than five percent (5%) above the employee's regular salary, unless acting in a position only one schedule higher and also paid at the "E" step. To be eligible the employee must assume substantially all of the significant duties and responsibilities of the higher position.

XXIII. S.W.A.T. TEAM AND HOSTAGE NEGOTIATORS.

Necessary equipment shall be purchased by the City for employees assigned to S.W.A.T. Team and as hostage negotiators, approved by the Police Chief.

XXIV. TRAINERS.

Employees assigned as trainers will be compensated based on the following schedule:

| | |
|-----------------|--------------------------------|
| Sworn Personnel | \$3.00 per hour additional pay |
| Dispatcher | \$2.00 per hour additional pay |
| Civilian | \$1.00 per hour additional pay |

Training positions eligible for enhancement pay must be designated by the Division Commander and must have an active trainee assigned to the position for a

minimum of ten (10) consecutive hours. The training officer/employee must have successfully completed the P.O.S.T. field training officer (FTO) course or equivalent. The decision to assign a trainee to a training position shall be in the sole discretion of the Division Commander and non-assignment of a trainee or reassignment of trainee shall not be considered disciplinary or punitive action for any purpose.

The Department may authorize one (1) FTO Coordinator as an officer level collateral position. The FTO Coordinator is eligible for FTO pay at the sworn level but not to exceed fifty (50) hours in a twenty-eight (28) day pay cycle. Compensation shall be limited to \$80.00 bi-weekly.

XXV. CONTINUOUS MERITORIOUS SERVICE.

A. Represented employees as an incentive for outstanding continuous City service, who maintain evaluations of satisfactory or better shall be entitled to special merit pay at the completion of the following service intervals:

| | |
|------------------|-------|
| 16 years service | 2.00% |
| 17 years service | 2.00% |
| 18 years service | 2.00% |
| 19 years service | 2.00% |
| 20 years service | 2.00% |

Special merit pay shall be earned on the employee's anniversary date and shall be in addition to base pay. Total special merit pay shall not exceed accumulative ten percent (10%).

XXVI. ON CALL TIME

Sworn employees who are required to be on-call for anticipated or existing emergency shall be provided two hours of straight time for each twelve (12) hours of on-call status.

XXVII. SPECIAL ASSIGNMENT PAY

Effective January 1, 2007, the city shall provide a Special Assignment pay enhancement which recognizes multiple tours of duty to a maximum of 10% of salary as follows with the express understanding that the standard departmental rotational requirements shall apply:

A. 3% pay enhancement of base salary received upon the completion of a one (1) year in a special assignment.

B. 3% pay enhancement of base salary received upon the completion of three (3) years in a special assignment(s).

C. 4% pay enhancement of base salary received upon the completion of five (5) years in a special assignment(s).

ARTICLE THREE

I. WORK SCHEDULE

The Police Chief shall provide all represented employees and the Association of his intention to change any of the current work schedules. Such notice shall be at least 60 days in advance of the proposed change. All work schedules in place as of the date this MOU is approved shall remain in place until management and the Association have met and conferred on a replacement work schedule. Termination of current schedules shall not be for arbitrary or capricious reasons. Ultimate determination of work schedules shall be at the sole discretion of the Police Chief.

II. OVERTIME

A. Overtime

1. Effective the beginning of the pay period after approval by the City Council, overtime shall be compensated at the rate of time and one-half for all hours actually worked in excess of scheduled shifts. Vacation, holidays, paid injury, sick leave, compensatory time and bereavement leave time off shall be considered as hours worked for overtime purposes.

2. Overtime shall be paid biweekly.

3. Overtime reimbursed by an outside agency, by separate agreement between the City and the outside agency, is exempt from the above standards.

B. Overtime Accrual

All overtime worked which is less than one hour increments in a work shift shall be compensated for in the following manner:

| <u>Time</u> | <u>Overtime Compensation</u> |
|-----------------|------------------------------|
| 1 – 15 minutes | 15 minutes |
| 16 – 30 minutes | 30 minutes |
| 31 – 45 minutes | 45 minutes |
| 46 – 60 minutes | 60 minutes |

Any overtime increments worked over one hour shall be compensated in the same herein mentioned procedure.

C. Call Out

"Call Outs" shall be compensated for by payment at the rate of time and one-half, or compensatory time off as set forth in this agreement.

Represented employees recalled to work shall be granted a minimum of two (2) hours of recall overtime.

D. Training

Represented employees ordered to attend a training function by Police Management while off duty shall be paid at time and one-half, or compensatory time off as set forth in this agreement.

Any training ordered shall be paid a minimum of two (2) hours at straight time or actual time worked, whichever is greater.

Time and method of travel shall be at the discretion of the Department. Travel outside the City shall be with the approval of the Department, and considered as time worked except when the employee has requested to use transportation or make arrangements other than those arranged by the Department. In such case, time worked shall be consistent with Department arrangements.

ARTICLE FOUR

DISCIPLINARY ACTIONS

Definition

A disciplinary action is an action taken by an appointing authority, the Personnel Director, City Manager or Police Chief resulting in suspension, demotion, or the imposition of a penalty on an employee for an infraction of the rules.

Disciplinary action against sworn personnel shall comply with Section 3300 of the Government Code, the Public Safety Officers' Procedural Bill of Rights.

All disciplinary actions will be purged from the Department personnel file in accordance with duly adopted Department Policies, and will not be used in future disciplinary actions.

If an employee is assigned to investigate an incident regarding an employee which would result in disciplinary action, the assigned investigating employee shall notify the employee of the investigation prior to any interview of that employee.

When investigating an employee, the employee has the right to inquire and to be advised as to the status of the investigation every thirty (30) days. Such inquiry and notice shall be in writing.

Types of Disciplinary Action

Disciplinary actions include reprimands, suspensions, demotions and dismissal as defined below:

A. Reprimands – An oral or written statement from a supervisor to a subordinate of an action, which meets any of the grounds for disciplinary action listed in these rules.

B. Suspension – The temporary separation of an employee from the service, without pay, for disciplinary purposes.

An employee may be suspended with pay by the Police Chief, with immediate notification to the City Manager, for a period not to exceed the employee's accumulated vacation and monies earned, in certain instances wherein the City Manager or department head is investigating the validity of certain charges against such employee.

An employee found guilty of such charges may be dismissed from the service or otherwise disciplined in accordance with the provision of these rules and regulations, and the amount paid such employee while under suspension will be deducted from termination monies due the employee. The Police Chief, with immediate notification to the City Manager, may suspend an employee at any time for the good of the service for disciplinary purposes or other just cause. Suspension without pay shall not exceed 120 hours without the approval of the City Council, nor shall any employee be penalized for more than 240 hours in one 12 month period unless dismissal charges are filed against such employee. (Suspensions will be given in hours rather than days.)

C. Demotion (Mandated) – A change in employment status from one position to another having a lower rate of pay and/or a change in duties which are allocated to a class having a lower maximum rate of pay.

The Police Chief, with the approval of the City Manager, may demote any employee whose work falls below the standards required for satisfactory performance, or for disciplinary purposes.

No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

D. Dismissal – The discharge of an employee from the Classified Service by the appointing authority for cause.

An employee in the Classified Service may be discharged at any time by the Police Chief, with approval of the City Manager, for cause as provided for and contemplated under these rules and regulations.

Reasons for Disciplinary Action

Disciplinary action of an employee may occur for any infraction of any rules herein contained or for one or more of the following:

1. Insubordination which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a superior officer in the course of employment.
2. Incompetency, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.
3. Gross carelessness in the discharge of assigned duties.
4. Notorious conduct of a disgraceful and scandalous nature.
5. Habitual intemperance, consumption of alcoholic beverages during working hours or reporting to work in a state of intoxication.
6. Malfeasance in office or employment.
7. Inability to operate a motor vehicle upon the public highways of the State of California when the duties of such employee require the operation of such a vehicle, whether such inability results from physical, mental incapacity or the privilege of such employee to operate such vehicle has been suspended or revoked.
8. One or more days of unexcused absences.
9. Repeated tardiness.
10. Failure to establish and maintain proper working relationships with fellow officers and employees or with the public.
11. Gambling for money or articles of value during the working day.
12. Absence during working hours without permission.
13. Unauthorized use of City tools or equipment for private or personal purposes.
14. Abuse or gross neglect in the care and operation of City tools and equipment.

15. Using obscene language.
16. Obtaining sick leave falsely.
17. Accepting bribes of money or other valuable articles for any personal fee for performance of a City service.
18. Engaging in improper political activity as hereinafter set forth in these rules and regulations.
19. Divulging privileged communication or confidential information received by reason of employment with the City to persons not authorized to receive such communication or information.
20. Refusing to report on official call in an emergency.
21. Willfully making false statement, certificates or reports or in any manner committing or attempting to commit fraud.
22. Violation of departmental rules and regulations duly adopted.
23. Addiction to or use of narcotics or drugs except as prescribed by a licensed physician.
24. Off-duty conduct which tends to discredit the City, Department or employee.

Notice of Disciplinary Action

When a permanent employee is to be suspended, demoted or dismissed, a preliminary written notice of the proposed action shall be given to the employee. This written notice shall include:

- a. The date the action will be effective.
- b. The reasons for the action, including the specific grounds and particular facts upon which the action is taken.
- c. Copies of all materials supporting the proposed action.
- d. A statement advising that before the proposed disciplinary actions take effect the employee has a right to respond in writing within five (5) working days from receipt of the notice to the supervisor.

All charges filed against a permanent employee shall be documented in clear and concise language, with a notice to be hand delivered to the employee or mailed to his/her last known address by registered or certified mail.

All charges against a permanent employee shall be filed within fourteen (14) days after the Police Chief and/or supervisor completes an investigation of any infractions of duly adopted rules and regulations.

Hearings for Disciplinary Action

All permanent employees subject to disciplinary action will be accorded such prior hearings as are prescribed by State and Federal law.

Any employee who has been suspended, discharged, or otherwise disciplined shall have the right of appeal as provided in adopted rules and regulations or in this agreement.

In the event that the discipline involves a suspension in excess of twenty hours, a disciplinary demotion or termination and the Association and the City agree, the matter may be submitted to an independent arbitrator mutually selected by the parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations. In the event that the parties are unable to agree on an arbitrator, they will request a list of seven arbitrators from the American Arbitration Association or State Mediation and Conciliation Association, names of arbitrators experienced in public employer discipline with an arbitrator to be selected from the list by the parties, alternately striking names until one name is left. The order of striking shall be determined by lot. The arbitrator shall make a non-binding recommendation to the City Council who shall be responsible for a final decision on the matter.

TERMINATION OF EMPLOYMENT

Resignation

Represented employees wishing to leave the City service in good standing shall file with the Police Chief, at least ten (10) working days before leaving the service, a written resignation stating the effective date and reason(s) for leaving.

The resignation shall be forwarded to the Personnel Director with a statement by the Police Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to comply with this procedure shall be entered on the employee's service record and may be cause of denial for future employment with the City.

Reference for Terminated Employees

If an employee leaving the City wishes a reference letter, such a letter should be written and signed by the Police Chief. In this way, the letter will be so worded as to be in the best interest of the City and the employee.

Exit Interviews

All terminating employees will receive exit interviews. The exit interviews will be held immediately upon notification by the employee of plans to resign. The interview will be conducted by the Personnel Director. When an employee simply telephones from the outside to resign, the call should be referred to the Personnel Department. The Personnel Department will attempt to arrange for an exit interview by having the employee apply to the Personnel Department to receive final payment due. Otherwise, the Personnel Department will attempt to obtain as much exit interview information as possible over the telephone.

The objectives of the exit interviews are:

- a. To determine the reason why the employee is leaving, so as to retain desirable employees whenever possible.
- b. To discover any grievances the employee may have regarding departmental conditions so that corrective action can be taken.
- c. To discover any misunderstandings the employee may have had regarding the job, or the supervisors, so that corrective action can be taken.
- d. To make certain that the reason for leaving expressed on the form is identical with that expressed verbally by the employee.

ARTICLE FIVE

Reviewable Grievance

To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred.
2. Result from an act or omission by management regarding working conditions or other aspects of employee/employer relations over which the Police Chief has control.
3. Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to the employee.

4. Result from an interpretation or implementation of a provision(s) of this Agreement other than items specifically excluded below.

5. Specify the relief sought; which must be within the power of the Police Chief or City Manager to grant in whole or in part.

Non-Reviewable Grievance

A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the Merit System such as:

1. Applications or changes in title, job classification or salary.
2. Appeal from formal disciplinary proceedings.
3. Appeals arising from work performance evaluations.
4. Appeals arising out of Merit System examinations.

Special Provisions

A. In presenting his/her grievance, the employee shall follow the sequence and procedure outlined in this Article.

B. The employee shall discuss his/her grievance with his/her immediate supervisor as soon as reasonable after the act or omission of management causing the grievance.

C. The written grievance shall be submitted on a form to be supplied by the Personnel Director for this purpose.

D. The grievance shall contain a statement of:

1. The specific situation, act or acts complained of as being unfair.
2. The inequity or damage suffered by the employee.
3. The provision or provisions of the Agreement alleged to be breached or misinterpreted.
4. The relief sought.

E. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he so desires.

F. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

G. The time limits within which actions must be taken or a decision made as specified in this procedure may be extended by mutual consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties at the step to be extended. Working days as used in the grievance procedure shall apply to the work days of the person responsible for an applicable action.

In the instances of a conflict with days off, the first applicable working day thereafter for the grievant and respondent will be deemed timely.

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, their grievances shall be handled as a single grievance. The Association shall have standing to raise grievances concerning the implementation and interpretation of this Agreement on its own behalf or on behalf of its members.

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.

The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or department head, provided he/she observes the provisions of this grievance procedure.

Procedure

The following procedure shall be followed by an employee submitting a grievance pursuant to this Article.

A. The employee shall discuss his/her grievance with his/her immediate supervisor informally within five (5) working days; and the supervisor shall give his/her decision to the employee verbally.

B. If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the two (2) working days limit, the employee may within two (2) working days present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present it to his/her superior within two (2) working days. The superior shall hear

the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.

C. If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the five (5) working days, the employee may within five (5) working days present his/her grievance in writing to the Police Chief. The Police Chief shall hear the grievance and give his written decision to the employee within five (5) working days after receiving the grievance.

D. If the employee and the Police Chief cannot reach an agreement as to a resolution of the grievance or the employee has not received a decision within five (5) days, the employee may within five (5) working days present his/her grievance in writing to the City Manager. The City Manager shall within ten (10) working days after receipt of the grievance hear the grievance and render a written decision.

E. If the employee is not satisfied with the decision or recommendation of the City Manager; he/she may within ten (10) working days appeal in writing to the Merit System Commission. The Commission shall within thirty (30) days after receipt, hear the appeal and render a decision.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING THIS AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association and the City hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours and terms and conditions of employment covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

II. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

III. CONTINUATION OF TERMS AND CONDITIONS

It is agreed that in the event this Memorandum of Understanding expires, its terms and conditions shall continue in effect until a new MOU is agreed to.

IV. PROVISION OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding. The provisions of the Memorandum of Understanding shall supersede all prior written agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matter preempted by Federal or State Law.

B. Merit System and Department Rules and Regulations. It is understood and agreed that there exists within the City, in written form, Merit System and Departmental Rules and Regulations. Except as specifically modified by this Memorandum of understanding, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these Merit System and/or Departmental Rules and Regulations directly affecting wages, hours, terms and conditions of employment, are implemented, the City shall meet and confer with the Association regarding such changes. Nothing provided herein shall prevent the City from implementing such changes in rules and regulations provided it has met and conferred with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representative of the City and the Association.

VI. TERM ON MEMORANDUM OF UNDERSTANDING

This Agreement, its terms and conditions, shall be effective retroactively from July 1, 2006 through June 30, 2010.

VII. RATIFICATION AND IMPLEMENTATION

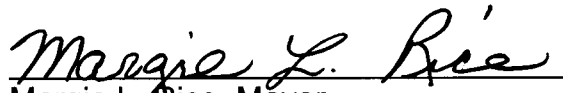
The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those unit employees voting who are in classification represented by the Association set forth in this Agreement and adopted in the form of a Resolution by the City Council.

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages,

hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.


Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association and entered into this 6th day of December, 2006. This MOU was amended by Council action on the 6th of September, 2007. This MOU was further amended by Council action on the 16th of January, 2008.

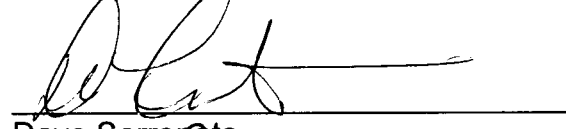
CITY OF WESTMINSTER

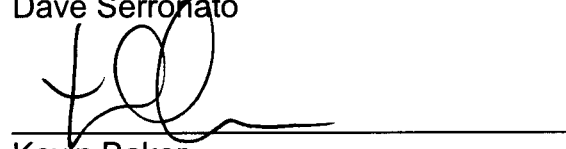

Margie L. Rice, Mayor


Ray Silver, City Manager

WPOA REPRESENTATIVES


Dan Schoonmaker


Dave Serronato


Kevin Baker


Don Webb